

freight in Baltimore amounting to upwards of five thousand dollars, and made disbursements exceeding four thousand dollars, for which he made no charge. Under these circumstances the defendant cannot be allowed to charge as against Peters any thing for his services on the voyage, or at San Francisco, in collecting freights beyond his pay as master of the vessel.

But I do not understand the agreement to have any thing to do with the charge of primage. This is a matter between the master and the owners of the merchandise shipped on board the vessel. The word primage, says *Abbott on Shipping*, 492, "denotes a small payment to the master for his care and trouble, which he is to receive to his own use, unless he has otherwise agreed with his owners." His agreement with the complainant, in this case, was, that they, master and owner, reciprocally should make no charge, the one against the other, for services in the home and foreign port, but it cannot be understood as extending to a small compensation to the master for his care and trouble bestowed upon the property of the shippers on board the vessel with which the owner had no concern. The master, to be sure, has no right to bring this charge into the accounts between himself and the complainant, and if he has done so, they must, in that respect, be corrected.

The opinion of the court is also asked touching the defendant's right as master of the barque to charge for his pay as such to the period of his return to Baltimore, and for his expenses incurred in returning. The case of the master is unlike that of the seaman. The latter, as a general rule, is entitled to receive the whole of the stipulated reward for the entire intended voyage, if he has faithfully performed his duty, and if no disaster has rendered his services unproductive to his employer; but the rule, as a general thing, is inapplicable to the situation and character of the master, and the act of congress of the 28th of February, 1803, ch. 62, which, when the seamen are discharged abroad with their own consent, or the ship is sold, provides that three months additional pay shall be allowed, does not embrace the case of the master. *Abbott on Shipping*, 619.